

SAML. ROSENTHAL STATIONERY CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of Oct., A. D. 1926, at 2:15 P. M.

A.L. Stanton

TO

Register of Deeds.

By

Deputy.

Exp. No. 2106
Fee Paid 1.25

Watkins Nat'l. Bank

THIS INDENTURE, Made this 1st day of October, in the year of our Lord, one thousand nine hundred and twenty six between A.L. Stanton and Harriet M. Stanton his wife of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Watkins National Bank. part y of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One dollar and other considerations DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The north seventy five (75) feet of the following: Beginning at a stone in west boundary line of the south east quarter of section six (6), Township thirteen (13) Range twenty (20), eighty (80) rods south of north west corner of said quarter section. Thence north four chains and seventeen links to a stone, thence east nine chains and fifty nine links to a stone. Thence south four chains and seventeen links, to a stone; thence west nine chains and fifty nine links to place of beginning, containing four (4) acres.

This mortgage is given as additional security to a note of \$2500.00 dated March 22, 1926 and all renewals thereof.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seind of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of .168 interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twenty five Hundred Dollars as above set forth

DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 23 day of March 19 26, and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part ies.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

A.L. Stanton

(SEAL)

Harriet M. Stanton

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 11th day of October A. D. 1926, before me, a

Notary Public in the aforesaid County and State, came

A.L. Stanton and Harriet M. Stanton his wife

IS to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires on the 10 day of April 1927 A.F. Flinn Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 23 day of March 1928.

Corp Seal.

Watkins National Bank -
Chas. Tucker Pres.

Mortgage. Owner.

This Release
Was written
on this original
Mortgage
this 27th day
of March
1928
Jas. E. Wellman
Reg. of Deeds.